

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

**CRAIG PC SALES & SERVICE, LLC,
an Oklahoma domestic limited liability
Company; RAY T. CRAIG, SR., and
RAY T. CRAIG, JR.,**

Plaintiffs,

v.

Case No. CIV-17-3-J

**CDW GOVERNMENT, LLC, an Illinois
limited liability company; and
MICROSOFT CORPORATION, a
Washington corporation,**

Defendants.

**DEFENDANT MICROSOFT CORPORATION'S AMENDED ANSWER TO
FIRST AMENDED COMPLAINT**

Defendant Microsoft Corporation ("Microsoft"), by and through its attorneys, hereby submits its amended answers to the allegations in the First Amended Complaint ("FAC"), Dkt. 31, filed by Plaintiffs Craig PC Sales & Service, LLC, Ray T. Craig, Sr. and Ray T. Craig, Jr. Each allegation not specifically admitted is denied. The paragraph numbers correspond to those in Plaintiffs' FAC.

THE PARTIES

1. Microsoft admits that Craig PC Sales & Service, LLC is currently an Oklahoma limited liability company, with a publically available date of formation of January 21, 2011. Microsoft lacks knowledge or information sufficient to form a belief

as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

2. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

3. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

4. Microsoft admits that CDW Government, LLC is currently an Illinois limited liability company, CDW LLC is currently an Illinois limited liability company, and CDW Corp. is currently a Delaware corporation. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

5. Microsoft admits the allegations contained in this paragraph.

JURISDICTION AND VENUE

6. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph. Microsoft, however, does not at this time challenge the Court's subject-matter jurisdiction, but reserves its right to do so should sufficient facts become known to Microsoft.

7. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph. Microsoft, however, does not at this time challenge venue in this district, but reserves its right to do so should sufficient facts become known to Microsoft.

FACTUAL ALLEGATIONS

8. Microsoft admits that Craig PC Sales & Service, Inc. was formerly an Oklahoma corporation, with a publically available date of formation of May 21, 1993. Microsoft also admits that Craig PC Sales & Service, LLC is currently an Oklahoma limited liability company, with a publically available date of formation of January 21, 2011. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

9. Microsoft admits that during the times relevant to the allegations in the FAC, Craig PC Sales & Service, Inc. or Craig PC Sales & Service, LLC provided computer sales, maintenance, and associated services to clients in Oklahoma. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

10. Microsoft admits the allegations contained in this paragraph.

11. Microsoft admits that at the times relevant to the allegations in the FAC, it licensed its software and did not sell the software itself. Microsoft further admits that the

terms of its licenses can vary based on the distribution channel and end user (among other factors). Microsoft denies any remaining allegations in this paragraph.

12. Microsoft admits that from 2003 through 2012, Microsoft maintained a website. Microsoft also admits that from 2003 through 2012, it allowed companies to sell licenses to Microsoft software through various programs that are governed by specific contractual obligations and conditions. Microsoft lacks information or belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

13. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

14. Microsoft admits that CDW Corporation is a publically traded company. Microsoft lacks information or belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

15. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

16. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

17. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

18. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

19. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

20. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

21. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

22. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

23. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

24. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

25. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

26. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

27. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

28. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

29. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

30. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

31. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

32. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

33. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

34. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

35. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

36. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

37. Microsoft admits that it in or around June 2006, it was contacted by an individual who identified himself as Jason Hefley, a former employee of Craig PC Sales & Service, Inc., and that the company was involved in various unauthorized techniques of installing Microsoft software. Microsoft denies any remaining allegations in this paragraph.

38. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

39. Microsoft admits that it conducted test purchases from Plaintiff Craig PC at various dates. Microsoft denies any remaining allegations in this paragraph.

40. Microsoft admits that Miles Hawkes, a Senior Investigator at Microsoft, along with other Microsoft agents, investigated Craig PC Sales & Service, Inc., Ray T. Craig, Sr. and Ray T. Craig, Jr. for misusing Microsoft's intellectual property. Microsoft also admits that a Microsoft account manager received a complaint about Craig PC Sales & Service, Inc. from one of his customers. Microsoft denies any remaining allegations in this paragraph.

41. Microsoft admits that in May 2009, an individual who identified himself as Derrick Thornton contacted Microsoft by phone concerning his observation that Craig PC Sales & Service, Inc. sold computers with improperly licensed Microsoft software. Microsoft further admits that Derrick Thornton purports to be the owner of an Oklahoma computer company, Industry Systems, LLC. Microsoft denies any remaining allegations in this paragraph.

42. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

43. Microsoft denies the allegations in this paragraph.

44. Microsoft admits that on June 16, 2009, Miles Hawkes, Tom Montgomery, and Randy Bradley interviewed Derrick Thornton in Oklahoma. Microsoft also admits that Messrs. Hawkes, Montgomery, and Bradley also interviewed former employees of Craig PC Sales & Service, Inc. named Jeff Goodman. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

45. Microsoft admits that Mr. Goodman provided evidence to Microsoft investigators that Craig PC Sales & Service, Inc. was installing improperly licensed Microsoft software. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

46. Microsoft denies the allegations in this paragraph.

47. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

48. Microsoft denies the allegations in this paragraph.

49. Microsoft admits that on June 17, 2009, Miles Hawkes, Tom Montgomery, and Randy Bradley inspected computers at the Friend School District and the Hinton School District that were sold by Craig PC Sales & Service, Inc. Microsoft denies any remaining allegations in this paragraph.

50. Microsoft admits that the computers inspected on June 17, 2009 at the Friend School District and the Hinton School District contained evidence of being installed with improperly licensed Microsoft software, and many did not have proper Certificate of Authenticity (“COA”) labels. Microsoft denies any remaining allegations in this paragraph.

51. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

52. Microsoft admits that in July 2009, it reported the results of its investigation of Craig PC Sales & Service, Inc. to the FBI. Microsoft denies any remaining allegations in this paragraph.

53. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

54. Microsoft admits that the Special Agent Deborah Decker of the FBI played a role in investigating the misuse of Microsoft’s intellectual property by Craig PC Sales & Service, Inc. and the company’s principals, managers and employees. Microsoft lacks

knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

55. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

56. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

57. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

58. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

59. Microsoft denies that Defendants' failure to provide COA labels with certain computer sales was consistent with Microsoft's requirements for selling and distributing Microsoft software. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

60. Microsoft denies that Defendants, at all times, complied with Microsoft's volume licensing requirements. Microsoft lacks knowledge or information sufficient to

form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

61. Microsoft denies the allegations in this paragraph.

62. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

63. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

64. Microsoft admits that it communicated the complaint it received in June 2006 from Jason Hefley to Special Agent Decker. Microsoft denies any remaining allegations in this paragraph.

65. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

66. Microsoft admits that the Special Agent Deborah Decker of the FBI played a role in investigating the misuse of Microsoft's intellectual property by Craig PC Sales & Service, Inc. and the company's principals, managers and employees. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

67. Microsoft admits that it provided assistance to the FBI in its investigation of Craig PC Sales & Service, Inc. and the company's principals, managers and employees. Microsoft further admits that, at the FBI's request and as part of the FBI's investigation, Microsoft tested computers to identify the software installed on the device. Microsoft denies any remaining allegations in this paragraph.

68. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

69. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

70. Microsoft admits that at times and at the FBI's request, Microsoft accompanied the FBI to visit school districts that had allegedly purchased computers from Craig PC Sales & Service, Inc. Microsoft further admits that at the FBI's request and as part of the FBI's investigation, Microsoft tested computers to identify the software installed on the device. Microsoft also admits that the results of these tests demonstrated that at least some of the computers tested were loaded with improperly licensed Microsoft software, and that at least some of the computers did not have COA labels. Microsoft denies any remaining allegations in this paragraph.

71. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or

falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

72. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

73. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

74. Microsoft denies that it provided any false information relating to Craig PC Sales & Service, Inc., Craig PC Sales & Service, LLC, Ray T. Craig, Sr. or Ray T. Craig, Jr. Microsoft denies all other allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

75. Microsoft denies that it provided any false information relating to Craig PC Sales & Service, Inc., Craig PC Sales & Service, LLC, Ray T. Craig, Sr. or Ray T. Craig, Jr. Microsoft denies all other allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

76. Microsoft admits that on January 27, 2011, the FBI executed a search warrant at the offices of Craig PC Sales & Service, Inc. or Craig PC Sales & Service, LLC. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

77. Microsoft admits that, at the FBI's request, Microsoft was present on January 27, 2011 at the offices of Craig PC Sales & Service, Inc. or Craig PC Sales & Service, LLC. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

78. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

79. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

80. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

81. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

82. Microsoft admits that at times it provided assistance to the FBI in the FBI's investigation of Craig PC Sales & Service, Inc. or Craig PC Sales & Service, LLC, and the company's principals, managers and employees. Microsoft further admits that, at the FBI's request and as part of the FBI's investigation, Microsoft tested computers to identify the software installed on the device. Microsoft also admits that, at times, it provided evidence within its possession, custody, or control that was requested by the FBI. Microsoft denies all other allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

83. Microsoft admits that at times it provided assistance to the FBI in its investigation of Craig PC Sales & Service, Inc. or Craig PC Sales & Service, LLC, and the company's principals, managers and employees. Microsoft further admits that, at the FBI's request and as part of the FBI's investigation, Microsoft tested computers to identify the software installed on the device. Microsoft also admits that, at times, it provided evidence within its possession, custody, or control that was requested by the FBI. Microsoft denies all other allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

84. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or

falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

85. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

86. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

87. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

88. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

89. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

90. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

91. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or

falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

92. Microsoft admits that criminal charges were brought by the State of Oklahoma against Ray T. Craig, Sr., Ray T. Craig, Jr., and Jay Jerdee. Microsoft also admits that a Probable Cause Affidavit purportedly signed by Special Agent Deborah Decker on November 4, 2014 was filed in connection with the criminal charges, a document which speaks for itself. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

93. Microsoft admits that a preliminary hearing was held on June 30, 2015, July 1, 2015, and September 17, 2015 regarding the criminal charges against Ray T. Craig, Sr., Ray T. Craig, Jr. and Jay Jerdee. Microsoft further admits that Randy Bradley (an independent investigator retained by Microsoft) and Enoch Remick (a Microsoft employee) testified at the preliminary hearing. Microsoft denies any remaining allegations in this paragraph.

94. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

95. Microsoft admits that Ray T. Craig, Sr., Ray T. Craig, Jr. and Jay Jerdee were bound over for trial after the preliminary hearing. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining

allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

96. Microsoft denies the allegations in this paragraph.

97. Microsoft admits that on September 13, 2016, a “global plea” deal was entered into the record to resolve the criminal charges against Ray T. Craig, Sr., Ray T. Craig, Jr., and Jay Jerdee, the terms of which speak for themselves. Microsoft denies any remaining allegations in this paragraph.

98. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

99. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

100. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

101. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

102. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or

falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

103. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

104. Microsoft denies the allegations in this paragraph relating to Microsoft. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in this paragraph, and therefore denies all remaining allegations in this paragraph.

**PLAINTIFFS' FIRST CAUSE OF ACTION –
NEGLIGENCE AGAINST DEFENDANT CDWG**

105. Microsoft incorporates each and every answer to Paragraphs 1–104 as if set forth here in full.

106. This paragraph quotes a statute that speaks for itself, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

107. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to

form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

108. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

109. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

110. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

111. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

112. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual

allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

113. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

114. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

115. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

116. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to

form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

**PLAINTIFFS' SECOND CAUSE OF ACTION AGAINST CDWG –
NEGLIGENT MISREPRESENTATION**

117. Microsoft incorporates each and every answer to Paragraphs 1–116 as if set forth here in full.

118. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

119. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

120. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

121. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

122. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

123. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

124. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

**PLAINTIFFS' THIRD CAUSE OF ACTION AGAINST CDWG –
INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
AND/OR PROSPECTIVE ECONOMIC ADVANTAGE**

125. Microsoft incorporates each and every answer to Paragraphs 1–124 as if set forth here in full.

126. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to

form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

127. Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

128. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

129. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

130. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

131. This paragraph states a conclusion of law that does not apply to Microsoft, and therefore an answer is not required. To the extent this paragraph contains any factual

allegations that require an answer, Microsoft lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in this paragraph, and therefore denies all allegations in this paragraph.

**PLAINTIFFS CRAIG PC AND CRAIG, II'S FOURTH CAUSE OF ACTION
AGAINST DEFENDANT MICROSOFT – FOR MALICIOUS PROSECUTION IN
VIOLATION OF OKLAHOMA LAW**

132. Microsoft incorporates each and every answer to Paragraphs 1–131 as if set forth here in full.

133. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

134. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

135. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a

conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

136. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

137. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

138. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

139. To the extent any allegation in this paragraph relates to a claim by Craig PC Sales & Service, LLC, that claim was dismissed, and therefore an answer is not required. To the extent this paragraph relates to a claim by Ray T. Craig, Jr., this paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

**PLAINTIFFS CRAIG PC AND CRAIG, II'S FIFTH CAUSE OF ACTION
AGAINST DEFENDANT MICROSOFT – FOR MALICIOUS PROSECUTION IN
VIOLATION OF THE UNITED STATES CONSTITUTION**

140. Microsoft incorporates each and every answer to Paragraphs 1–139 as if set forth here in full.

141. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

142. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

143. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

144. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

145. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

146. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

147. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

148. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

149. This paragraph states a conclusion of law that relates to a claim that has been dismissed, and therefore an answer is not required. To the extent this paragraph

contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

**PLAINTIFFS CRAIG PC, CRAIG, SR., AND CRAIG, II'S SIXTH CAUSE OF
ACTION AGAINST MICROSOFT – INTENTIONAL INTERFERENCE WITH
CONTRACTUAL RELATIONS AND PROSPECTIVE ECONOMIC
ADVANTAGE**

150. Microsoft incorporates each and every answer to Paragraphs 1–149 as if set forth here in full.

151. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

152. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

153. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

154. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

155. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

156. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

157. This paragraph states a conclusion of law, and therefore an answer is not required. To the extent this paragraph contains any factual allegations that require an answer, Microsoft denies all allegations in this paragraph.

PRAYER FOR RELIEF

In response to each and every “WHEREFORE” provision contained in the FAC, Microsoft denies that it caused any of Plaintiffs’ damages and denies that it is liable to Plaintiffs for any amount.

AFFIRMATIVE DEFENSES

1. Plaintiffs’ FAC fails to state a claim upon which relief may be granted and, therefore, the FAC should be dismissed.
2. Plaintiffs’ claims may be barred in whole or in part by the applicable statute of limitations.
3. Plaintiffs’ claims may be barred in whole or in part by the doctrine of laches.
4. Plaintiffs’ claims may be barred in whole or in part by the doctrine of unclean hands.
5. By virtue of their positions in prior state criminal proceedings, Plaintiffs’ claims may be barred in whole or in part by the doctrine of estoppel.

6. Plaintiffs' claims may be barred in whole or in part by Oklahoma's absolute immunity for witnesses testifying in a judicial proceeding.

7. Plaintiffs' claims may otherwise be barred in whole or in part by other constitutional, statutory, and common-law privileges recognized in Oklahoma law for communications that are not substantially false.

8. Plaintiffs' claims may otherwise be barred in whole or in part by other common-law privileges recognized in Oklahoma law for good-faith communications regarding a matter in which a party has an interest.

9. Plaintiffs failed to mitigate their damages.

10. Discovery is ongoing and Microsoft continues to investigate the allegations in Plaintiffs' FAC. Therefore, Microsoft reserves the right to assert additional affirmative defenses.

REQUEST FOR RELIEF

WHEREFORE, Microsoft prays for judgment as follows:

A. Dismiss Plaintiffs' FAC with prejudice and without fees or costs to Plaintiffs;

B. Award Microsoft its attorneys' fees, costs and expenses incurred in connection with this lawsuit to the maximum extent allowed by law; and

C. Award such further relief to Microsoft that the Court deems just and equitable.

Dated: March 2, 2020

DAVIS WRIGHT TREMAINE LLP

By: s/Bonnie MacNaughton

Bonnie E. MacNaughton (admitted *pro hac vice*)

Ambika Kumar Doran (admitted *pro hac vice*)

Xiang Li (admitted *pro hac vice*)

Caesar Kalinowski (admitted *pro hac vice*)

920 Fifth Ave., Suite 3300

Seattle, WA 98104

Telephone: (206) 622-3150

Facsimile: (206) 757-7700

Email: bonniemacnaughton@dwt.com

ambikadoran@dwt.com

xiangli@dwt.com

caesarkalinowski@dwt.com

HALL, ESTILL, HARDWICK,
GABLE, GOLDEN & NELSON, P.C.

Robert D. Nelon, OBA #6610

Lindsay N. Kistler, OBA #32814

100 North Broadway, Suite 2900

Oklahoma City, OK 73102-8865

Telephone: (405) 553-2828

Facsimile: (405) 553-2855

Email: bnelon@hallestill.com

lkistler@hallestill.com

**ATTORNEYS FOR DEFENDANT MICROSOFT
CORPORATION**